

Exhibit A

DISPUTE RESOLUTION AGREEMENT

This Dispute Resolution Agreement (“Agreement”) is a contract between you and Tiffany and Company U.S. Sales, LLC and its affiliates (the “Company”). It affects your rights. It is your responsibility to read and understand this Agreement. You are free to get help understanding this Agreement from advisors of your choice outside the Company.

1. Binding Agreement to Arbitrate

The Company values each of its employees and fosters good relations with, and among, all of its employees. The Company recognizes, however, that disagreements occasionally occur between an individual employee and the Company, or between employees in a context that involves the Company. The Company believes that the resolution of such disagreements is best accomplished by internal dispute resolution and, where that fails, by external arbitration. For these reasons, the Company has adopted the Agreement, which is applicable to employment-related disputes whether initiated by you or by the Company, as further described below.

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* and evidences a transaction involving commerce.

This Agreement requires arbitration of legal disputes on a non-class, non-collective, and non-representative basis between you and the Company, or its present and former affiliates, parents, predecessors, successors, officers, directors, employees, and agents arising out of or relating to your employment or the termination of employment. Except as otherwise stated in this Agreement, disputes covered by this Agreement shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association (“AAA Rules”) then in effect, and not by court or jury trial. The AAA Rules may be found on the Human Resource Division page of the Company’s intranet, by asking your local Human Resource representative for a copy of the rules, or online at www.adr.org/employment. The disputes that are and are not covered by this Agreement are described below.

Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from using the Company’s existing internal procedures (for example, Alertline or the EEO Policy) to resolve complaints, and this Agreement is not intended to be a substitute for the use of such procedures.

2. Mandatory Participation

Arbitration is a mandatory condition of your employment with the Company.

You will be asked to submit an acknowledgement to this Agreement. However, and regardless of whether you submit the acknowledgment, continuing your employment for fourteen (14) days after you are provided with this Agreement constitutes mutual acceptance of the terms of this Agreement by you and the Company.

You have the right to consult with counsel of your choice concerning this Agreement.

3. Disputes Covered by this Agreement

Except for the Excluded Claims (defined below), and to the fullest extent permitted by law, disputes covered by this Agreement (“Covered Disputes”) **include but are not limited to** all claims or disputes between you and the Company, or its present and former affiliates, parents, predecessors, successors, officers, directors, employees, and agents, including but not limited to, all past, present or future claims

based on, arising out of or relating to your prospective or actual employment relationship or the termination of that relationship, trade secrets, unfair competition, compensation, benefits, breaks and rest periods, classification, minimum wage, seating, expense reimbursement, overtime, discrimination, harassment, retaliation, and claims arising under or relating to the following statutes, as amended: Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Worker Adjustment and Retraining Notification Act, Equal Pay Act, Consolidated Omnibus Budget Reconciliation Act, Affordable Care Act, Genetic Information Non-Discrimination Act, and any and all other federal, state or local constitutional, statutory, regulatory or common law claims or causes of action now or hereafter recognized. Except as provided herein, this Agreement applies to both existing and future claims, including any claims based on conduct that occurred before this Agreement.

Covered Disputes **also include** disputes arising out of or relating to the interpretation or application of this Agreement, except as otherwise addressed herein.

You and the Company agree that all Covered Disputes will be resolved by an arbitrator through final and binding arbitration in accordance with the AAA Rules, except when stated otherwise in this Agreement.

This Agreement continues after you are no longer employed by the Company. That means that both you and the Company continue to have obligations under this Agreement after your employment ends.

4. Excluded Claims and Government Agencies

The following claims and disputes are not subject to this Agreement ("Excluded Claims"): (i) applications by either party for temporary or preliminary relief in aid of arbitration or for the maintenance of the status quo pending arbitration or to preserve the effectiveness of a potential arbitration award; (ii) workers' compensation benefits; (iii) state disability insurance; (iv) personal injury; (v) unemployment insurance benefits; (vi) claims under the National Labor Relations Act, as amended, within the exclusive jurisdiction of the National Labor Relations Board; (vii) disputes that may not be subject to predispute arbitration agreements as provided by the Dodd Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203); and (viii) any claim or dispute that is expressly precluded from arbitration by a federal law. You also have the right to challenge the validity of the terms and conditions of this Agreement on any grounds that may exist in law and equity, and in any appropriate forum, and the Company shall not discipline, discharge or engage in any retaliatory actions against you in the event you choose to do so or engage in other protected activity. The Company, however, reserves the right to enforce the terms and conditions of this Agreement in any appropriate forum.

Nothing in this Agreement shall prohibit you from providing information to or filing a charge or complaint or participating in an investigation resulting from the providing of information or filing of a charge or complaint with the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Federal Trade Commission, the U.S. Department of Labor, the Office of Federal Contractor Compliance, the Occupational Safety and Health Administration, or any other federal, state or local administrative agency.

The law may require you or the Company to file a claim or charge with a government agency before making a claim in arbitration. Nothing in this Agreement changes that obligation. Also, nothing in this Agreement restricts either party from having access to remedies available through criminal law enforcement agencies.

5. How Arbitration Proceedings Are Conducted

In arbitration, the parties will have the right:

- To conduct adequate civil discovery related to the parties' claims and defenses: Civil discovery is the process the parties use to obtain relevant information from each other and includes but is not limited to requests for documents, written answers to interrogatories, and deposition testimony.
- To bring dispositive motions: The parties have the right to file and the Arbitrator shall hear and decide at any point in the proceedings any dispositive motion.
- To present witnesses and evidence as needed to present their cases and defenses.

The Arbitrator shall resolve any disputes relating to the proceedings described above. At a party's request or on the Arbitrator's own initiative, the Arbitrator may subpoena witnesses or documents for discovery purposes or for the arbitration hearing. In addition, the arbitration shall be subject to the same statutes of limitations as if the Covered Claim was being heard in the appropriate federal or state court.

Class Action Waiver: Both the Company and you agree to bring any dispute in arbitration and not on a class action, collective action, representative action, or private attorney general representative action basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative, or private attorney general representative action, or as a member in any purported class, collective, representative, or private attorney general representative action proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity and enforceability of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, representative, or private attorney general representative action and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative, and/or private attorney general representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Although you will not be retaliated against, disciplined or threatened with discipline as a result the filing of or participation in a class, collective, representative, or private attorney general representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective, representative or private attorney general representative action or claim.

The Class Action Waiver does not apply to any claim you bring in arbitration as a private attorney general solely on your own behalf and not on behalf of or regarding others.

6. Application to Existing Claims and Controversies

This Agreement applies to all Covered Disputes that are not otherwise being litigated in a court as of the date of your being provided with this Agreement.

7. Selecting the Arbitrator

The Arbitrator shall be selected by mutual agreement of the Company and you. If for any reason the parties cannot agree to an Arbitrator, the default selection procedure of the AAA Rules shall apply. The location of the arbitration proceeding shall be no more than 45 miles from the place where you sought employment, or work, or worked at the time the claim arose or, if not possible, in the county where the arbitration can be held that is closest to your last principal place of employment at the time the claim arose, unless all parties to the arbitration agree otherwise in writing. If your current or last principal place

of employment with the Company is outside of the U.S., the arbitration shall be held in New York, New York.

8. Starting the Arbitration

The party bringing the claim must demand arbitration in writing as follows:

- i. File a written notice of the party's intention to arbitrate ("Demand") either directly with the Company, or, alternatively, with any office of the AAA, within the time limit established by the applicable statute of limitations. Demands sent directly to Tiffany and Company shall be delivered by hand or first class mail to the following address: Tiffany and Company, Legal Department, Attention: Arbitration Demand, 200 Fifth Avenue, New York, NY 10010.
- ii. The written Demand shall set forth:
 - (a) the names, addresses, and telephone numbers of the parties;
 - (b) a brief statement of the nature of the dispute;
 - (c) the amount in controversy, if any;
 - (d) the remedy sought; and
 - (e) the requested hearing location.
- iii. If the written demand is filed directly with an office of the AAA, then the demanding party shall simultaneously provide a copy of the written Demand to the other party by hand or first class mail. Any Demand made by you shall be provided to the Company at the following address: Tiffany and Company Legal Department, Attention: Arbitration Demand, 200 Fifth Avenue, New York, NY, 10010.

The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

9. Interpretation and Application of Procedure

Except as otherwise provided by this Agreement, the Arbitrator shall interpret and apply these procedures as they relate to the Arbitrator's powers and duties; all other procedures shall be interpreted and applied by the AAA Rules. Except as otherwise expressly agreed upon, or except as otherwise provided by this Agreement, any dispute as to the arbitrability of a particular claim pursuant to this Agreement shall be resolved in arbitration.

10. Paying for the Arbitration

Each party will pay the fees for his, her, or its own attorneys, experts and other costs, subject to any remedies to which that party may later be entitled under applicable law. In all cases, the Company will pay the Arbitrator's and arbitration fees.

11. The Arbitration Hearing

The parties will arbitrate their dispute before the Arbitrator. The Arbitrator shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have about the conduct of the hearing. Within 30 days of the close of the arbitration hearing, any party may prepare, serve on the

other party and file with the Arbitrator a legal brief in support of the party's claims and/or defenses in the matter, citing relevant law and evidence.

12. The Arbitrator's Findings and Award

The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but the remedies awarded by the Arbitrator shall be limited to those that would be available to the party in a court of law for the Covered Disputes heard by the Arbitrator. **An individual does not forfeit any remedies under this Agreement that otherwise would be available to him or her individually in a court of law.** The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Subject to the provisions of Paragraph 4 herein, the proceedings, pleadings, and any award shall be kept in confidence except as necessary to assert collective rights under the NLRA, to comply with any state or federal regulation, or upon the consent of the parties. Nothing in this Paragraph 12 shall prohibit employees from engaging in protected discussions or activity relating to the workplace, such as discussions of wages, hours, or other terms and conditions of employment. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. No arbitration award or decision will have any preclusive effect as to any issues or claims in any other arbitration or court proceeding unless each of the parties in such proceeding was also a named party in the original arbitration and the issue and/or claims were actually litigated and decided by the Arbitrator.

13. Non-Retaliation

It is against Company policy for you to be subject to retaliation if you exercise your right to assert claims under this Agreement. If you believe that you have been retaliated against by anyone at the Company, you should immediately report this to the Global Employee Relations Department.

14. Right to Consult with an Attorney

You have the right to consult with counsel of your choice concerning any aspect of, or any claim that may be subject to, this Agreement.

15. Enforcement of this Agreement

This Agreement is the full and complete agreement relating to the formal resolution of employment-related disputes. This Agreement is governed by the FAA and the award of the Arbitrator may be enforced under the terms of the FAA and/or under the law of any state to the maximum extent possible. Subject to the provisions of Paragraph 5 herein, in the event any portion of this Agreement is deemed held to be invalid, illegal or unenforceable, such holding will not affect the legality, validity or enforceability of the remainder of this Agreement and each remaining provision of this Agreement will be valid, legal, enforceable to the fullest extent permitted by law. If the Class Action Waiver is deemed to be unenforceable, the Company and Employee agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective, representative, or private attorney general representative action in arbitration.

For the avoidance of doubt, if a court of competent jurisdiction determines that a particular provision set forth herein is invalid, unenforceable or void under the applicable law in a particular jurisdiction, such provision will not be enforced in that jurisdiction but shall remain effective and enforceable in all other jurisdictions (e.g., if a provision is held to be invalid under the law of a particular federal circuit or a particular state, the provision will not be enforced within that circuit or within that state, but will be enforced in all other federal circuits or states).

YOUR CONTINUED EMPLOYMENT FOURTEEN (14) DAYS AFTER BEING PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR AND THE COMPANY'S MUTUAL ACCEPTANCE OF THIS AGREEMENT.